

# **EXHIBIT 6**

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AND SRI LANKA

June 15, 2020

## VIA E-MAIL

Juanita R. Brooks  
FISH & RICHARDSON P.C.  
12390 El Camino Real, Suite 100  
San Diego, CA 92130

**Re: *Finjan, Inc. v. Cisco Systems Inc.*  
Case No. 5:17-cv-00072-BLF (N.D. Cal.)**

Dear Juanita:

It has come to our attention based on public reports that Finjan Holdings, Inc. (“Finjan”) has entered into an agreement (the “Agreement”) with affiliates of Fortress Investment Group LLC (“Fortress”), including but not limited to CFIP Goldfish Holdings LLC and CFIP Goldfish Merger Sub Inc., for all outstanding shares of common stock for \$1.55 per share in cash, representing an aggregate equity value of approximately \$43.9 million.

It also appears from public reports that, in return for this purchase price, Finjan has agreed to transfer to Fortress, among other things: (i) almost \$30 million of cash; plus (ii) the IBM patent portfolio that Finjan acquired for almost [REDACTED]; plus (iii) all of the legacy Finjan patent portfolio, including all of the patents-in-suit; plus (iv) the rights to the claims in all existing lawsuits, including the lawsuit against Cisco. These facts would place a value on the entire Finjan patent portfolio of less than [REDACTED]. The value of a license to the 5 patents-in-suit against Cisco would obviously be a small fraction of that amount.

These facts are highly relevant to the damages issues in this case. Pursuant to Federal Rule of Civil Procedure 26(e), therefore, Cisco requests that Finjan, Inc. supplement its responses to the relevant Cisco interrogatories and requests for production and supplement its document production to provide the Agreement and any information, communications, and documents related to or arising from the Agreement, including Finjan’s communications with Finjan’s shareholders, Finjan’s communications with Fortress or any related entity, any other document or agreement

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with Finjan's shareholders, and any other document or agreement with Fortress or any related entity. These discovery requests include but are not limited to interrogatories 4, 8, and 17 and requests for production 17, 20, 21, 22, 23, 24, 28, 31, 33, 38, 39, 41, 42, 43, 44, and 51.

Cisco further requests that Finjan supplement its email productions, using the same search terms as before, for custodians Chinn, Mar-Spinola, Hartstein, and Garland for the time period from the beginning of the negotiations with Fortress or its affiliates through present.

In addition, please confirm that Finjan will not challenge Cisco's issuance of documents and deposition subpoenas pursuant to Federal Rule of Civil Procedure 45 to Fortress and the relevant affiliates, nor challenge Cisco's use of any information, documents, or testimony during trial received in response to or in connection with these subpoenas.

Please promptly inform us of any objections Finjan may have as to the requested information and documents so that we can schedule a meet and confer as soon as possible. Cisco reserves the right to supplement its pretrial documents, to refile pretrial motions, and to seek any other relief from the Court as necessary.

Very truly yours,

*/s/ Matthew C. Gaudet*

Matthew C. Gaudet

MCG/cap